

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Fragomen, Del Rey, Bernsen & Loewy, LLP

2. Registration Number

6827

3. Name of Foreign Principal

Department for International Trade, Government of the United Kingdom (through Linklaters LLP)

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 05/29/2020
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See attached contract.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will provide legal analysis, advice, reports, and related support to Linklaters and the Department for International Trade of the Government of the United Kingdom concerning U.S. law and legal structures.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

See response to item 9.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

| Date | Contact | Method | Purpose |
|------|---------|--------|---------|
|------|---------|--------|---------|

12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐No ☐

N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

| Date Received | From Whom | Purpose | Amount/Thing of Value |
|---------------|-----------|---------|-----------------------|
|---------------|-----------|---------|-----------------------|

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐No ☐

N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

| Date | Recipient | Purpose | Amount |
|------|-----------|---------|--------|
|------|-----------|---------|--------|

¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

06/05/2020

Owen Cooper

/s/Owen Cooper

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

6/5/2020

Owen Cooper



Linklaters

Linklaters LLP
One Silk Street
London EC2Y 8HQ
Telephone (+44) 20 7456 2000
Facsimile (+44) 20 7456 2222
DX Box Number 10 CDE
Direct Line +44 20 7456 3182
charlotte.l.morgan@linklaters.com

Bo Cooper
Partner
Fragomen, Del Rey, Bernsen & Loewy, LLP
1101 15th Street NW Ste 700
Washington, DC 20005,
USA

20 May 2020

Dear Bo

RATES PAYABLE UNDER LEGAL SERVICES CONTRACT

We refer to the engagement letter between Linklaters LLP ("Linklaters") and Fragomen, Del Rey, Bernsen & Loewy, LLP ("Fragomen") dated 20 May 2020 (the "Contract") for the subcontracting of legal services to the Department for International Trade.

Fragomen agree to be bound by the Rates set out in Appendix 1 to this letter. Fragomen shall use the Rates to calculate all costs arising under the Contract which are payable by Linklaters in accordance with the terms of the Contract.

This letter shall be governed by and interpreted in accordance with the Laws of England and Wales and Linklaters and Fragomen agree to submit to the exclusive jurisdiction of the English courts any dispute that arises in connection with this letter.

Agreed and accepted by

Charlotte Morgan, Partner

On behalf of Linklaters LLP

Agreed and accepted by



Name: Bo Cooper

Role: Partner

Date: May 29, 2020

On behalf of Fragomen, Del Rey, Bernsen & Loewy, LLP

Annex 1: Rates

| | | | |
|------------|--|------------|--|
| [REDACTED] | | [REDACTED] | |
| | | | |
| | | | |
| | | | |
| | | | |

| | | | |
|------------|--|------------|--|
| [REDACTED] | | [REDACTED] | |
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| | | | |
|------------|--|------------|--|
| [REDACTED] | | [REDACTED] | |
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| | | | |
| | | | |



Linklaters LLP
One Silk Street
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Direct Line +44 207 456 3182
email charlotte.l.morgan@linklaters.com

Bo Cooper
Partner
Fragomen, Del Rey, Bernsen & Loewy, LLP
1101 15th Street NW Ste 700
Washington, DC 20005,
USA

20 May 2020

Dear Bo,

Legal services requested by the UK Government Department for International Trade Engagement Letter

I refer to the advice requested by the Department for International Trade ("**HMG**") in relation to the United States of America (the "**Matter**").

Under the Agreement between us and HMG dated 14/02/2020 (as appended to this letter as Appendix A) it is acknowledged that HMG would request that we engage you as an Approved Sub-Contractor in connection with the Ordered Panel Services. I am writing to record the agreed scope and terms of your engagement.

The terms of your engagement as an Approved Sub-Contractor are as set out in this letter and the Agreement. Unless stated to the contrary, capitalised terms defined in the Agreement shall have the same meaning in this letter.

1 Appointment as an Approved Sub-Contractor

- 1.1** The terms of our Firm's engagement with HMG are set out in the Agreement. The Agreement comprises the Order Form and the Terms and Conditions. You acknowledge and agree to comply with the terms of the Agreement, except where the terms of the Agreement are inconsistent with US law or ethics rules applicable to American lawyers.
- 1.2** We will treat you as an Approved Sub-contractor for the purposes of the Agreement. Your duty of care is to us, as the main contractor to HMG, and directly to HMG and you agree to enter into a duty of care undertaking for the benefit of HMG in the form set out in Appendix B. We do not accept any liability for your acts, errors or omissions. To the extent that your acts, errors or omissions result in any claim being made against us under the terms of the Firm's engagement with HMG under the Agreement you will indemnify us in respect of any of the costs, losses, damages and other financial remedies which HMG successfully secures against us under the Agreement.
- 1.3** You agree that any provision of the Agreement seeking to place any obligation, requirement or liability on us in respect of your acts, errors or omissions shall not apply as between us and you and we shall be entitled to recover any of our costs, losses, damages and other financial remedies against you.

2 Scope of the engagement

In relation to the Matter, your role will be to advise HMG in conjunction with us on the Matter in respect of the instructions relating to:

(i) [REDACTED]

as set out in Annexes 1 and 2 to Schedule 5 of the Agreement and as determined by Linklaters depending on the instructions received from HMG.

3 Staffing and resources

3.1 We refer you to section 5 (*Personnel*) of the Agreement. You have been specified as an Approved Sub-Contractor for the purposes of the Agreement. You shall not engage any other person in connection with the performance of the Ordered Panel Services except with the prior written consent of HMG and as expressly permitted by the terms of the Agreement.

3.2 Bo Cooper will be our primary point of contact for the delivery of your services to us and to HMG. The following members of staff are authorised to work on this Matter:

| Name | Rank |
|-----------------|------------------|
| Bo Cooper | Partner |
| Daniel Pierce | Partner |
| Carl Hampe | Partner |
| Howard Gordon | Partner |
| Daniel Brown | Partner |
| Samantha Caesar | Junior Solicitor |

3.3 All lawyers in your team should have obtained a Juris Doctor (JD) from an accredited American Bar Association University.

3.4 I will be the Linklaters Supervising Partner in relation to the Matter, with overall responsibility for managing the Firm's relationship with you. Please feel free to contact me at any time about any aspect of, or concerns relating to, the Matter should the need arise.

4 Commissioning and acceptance process

4.1 The following definitions shall apply:

- (a) **"Urgent Commission"** means a commission where the advice is likely to be required within a very short turnaround, likely to be within 24 hours or less;
- (b) **"Non-Urgent Commission"** means a commission where advice is likely to be required with a longer timeframe, likely to be within a month.

4.2 The commissioning and acceptance process for Commissions under this Agreement will be as follows:

- (a) HMG will send a Commission to Linklaters on the Commissioning Template to Linklaters' single point of contact (SPOC)¹.

¹ For the purposes of the agreement, Charlotte Morgan will be the SPOC.

- (b) Linklaters will confirm receipt of the Commission within 1 working hour in all cases. If the request is an urgent (24 hours or less) commission, Linklaters will revert back with estimated costings for the Commission within 2 working hours from the initial Commission, if the request is a non-urgent commission (1 month) Linklaters are required to revert with estimated costings within 48 hours. The Approved Subcontractor should be aware that HMG could expect to be working in US time zones every 12 weeks. HMG will provide as much notice as possible of this. Expected working hours are 9am-5.30pm (GMT), but are subject to change with advance notice from HMG. Linklaters will prepare estimates based on the Schedule of rates set out in this Agreement and will, where the timetable allows, seek to confirm with the Approved Subcontractor.
- (c) HMG will review Linklaters' response to the Commission, and subject to HMG's satisfaction, sign the Commissioning Template to approve the estimated cost and return this to Linklaters within 2 working hours of receipt of the estimated costings for an urgent commission, and 24 hours of receipt of the estimated costings for a non-urgent commission. No work can be done by the Approved Subcontractor without confirmation from Linklaters that the work has been authorised. Any non-authorised work will not be remunerated.
- (d) The Approved Subcontractor shall provide Linklaters and HMG with the outputs required within the timescales specified in the Commissioning Template along with completing the second part of the Commissioning Template providing a breakdown of the actual time and costs to deliver the Commission. Any variance from the estimated cost should be described.
- (e) HMG will notify Linklaters of any concerns on quality or completeness of advice or cost within 5 working days of having received advice. If there are no disputes, HMG will confirm acceptance of advice to standard and confirm that payment will be made on receipt of invoice. Linklaters shall be entitled to rely on HMG's decision in determining payment for any Approved Subcontractor invoice, but will keep the Approved Subcontractor informed of any such decision.
- (f) Approved Subcontractors' invoices monthly in arrears for all completed Commissions. HMG will pay invoices within 30 days of invoices received and Linklaters will pay the Approved Subcontractor on receipt of payment from HMG.
- (g) There is an expectation that cost estimates provided by the Approved Subcontractor will be as accurate as possible. If the Approved Subcontractor becomes aware during the course of delivering the Commission that significant additional costs will be required (e.g. increasing the number of personnel working on the Commission, junior personnel being replaced by senior personnel or a substantial increase in the hours/days/months required to deliver the Commission) they will notify Linklaters and the HMG immediately by resubmitting the Commissioning Template and gain re-approval for the increase in cost.

4.3 A diagram detailing the commissioning and acceptance process for urgent and non-urgent commission can be found in Appendix D.

Commissioning template

| Part 1: Commissioning | |
|---------------------------------------|------------------------|
| Type of commission: URGENT/NON-URGENT | |
| Brief | Brief reference number |
| Commission submitted | HH:MM DD/MM/YYYY |
| Advice needed by | HH:MM DD/MM/YYYY |

| | | |
|--|---|-----------------------|
| Notice period for cancellation | [To be defined for each Commission] | |
| Estimated personnel costs (add additional rows where necessary) | | |
| Name and role of personnel e.g. Joe Bloggs, Partner | Estimated time required (months/days/hours) and rate to be applied (hour/day/month) | Estimated cost |
| | | £XX.XX |
| | | £XX.XX |
| | | £XX.XX |
| | Total estimated cost | £XX.XX |
| Supplier comments on the Commission | Any comments on the Commission or explanation regarding the choice of personnel to deliver the brief. | |
| Commission accepted by authorised Supplier approver | | Sign, date and time |
| Estimated costs accepted by authorised Customer approver | | Sign, date and time |
| Part 2: On Commission completion | | |
| Advice submitted | HH:MM DD/MM/YYYY | |
| Actual personnel costs (add additional rows where necessary) | | |
| Name and role of personnel e.g. Joe Bloggs, Partner | Actual time spent on brief (months/days/hours) and rate applied (hour/day/month) | Actual cost |
| | | £XX.XX |
| | | £XX.XX |
| | | £XX.XX |
| | Total actual cost | £XX.XX |
| Explanation of variance from estimated cost | Brief overview of any variance from estimated cost e.g. additional staff being required, hourly rate being applied rather than daily rate as work was completed in less time etc. | |
| Part 3: Confirmation of acceptance | | |
| Advice received on time | Yes/No | |
| Advice of required quality | Yes/No [include comments where appropriate] | |

| | |
|-------------------------------------|---------------------|
| DIT acceptance of Commission | Sign, date and time |
|-------------------------------------|---------------------|

4.4 HMG will notify Linklaters of any concerns on quality or completeness of advice or cost within 5 working days of received advice. Disputes will be handled on a case by case basis but examples include:

- if the quality of advice received is below HMG's expectation (e.g. missing information/unclearly presented) then HMG will liaise with Linklaters/the Approved Subcontractor in order to rectify (time permitting)
- if final costs, and explanation of variance, are disputed HMG will liaise with Linklaters to agree final costs for payment.

4.5 Cost and quality of responses to Commissions will be monitored as part of the contract performance management process and for the purposes of the KPIs.

5 Fees

Save as specified below, the invoicing arrangements set out in the Agreement shall apply to your services in respect of the Matter.

5.1 Charges and invoicing

5.1.1 The Matter is due to complete on 13/02/2022, or such other date as may be extended to in consultation with HMG ("**End Date**"). In such circumstances and in consultation with HMG we may also extend your Services on a coterminous basis, in which event we shall update this engagement letter accordingly and revise the End Date. Unless requested otherwise, you shall submit invoices (denominated in pound sterling) to us in respect of your services and any disbursements incurred in relation to the Matter within five Business Days of the End Date. Each invoice submitted to us shall:

- (i) comply with the requirements in respect of invoices as set out in Clause 6 (*Charges and Invoicing*) of the Agreement;
- (ii) be addressed as payable by HMG; and
- (iii) contain hourly narratives describing the work undertaken by you in respect of the Ordered Panel Services as set out in the Commissioning Template.

5.1.2 The currency of payment shall be pound sterling. Where your fees are subject to VAT, you shall be required to issue a valid VAT invoice to HMG in respect of those services.

5.1.3 You will be reimbursed in respect of any disbursements on the terms set out in the Agreement.

5.1.4 Notwithstanding the terms of the Agreement, you acknowledge that payment of any invoice issued by you to us shall either be made (at HMG's discretion):

- (i) directly by HMG to you; or
- (ii) by us to you once we have received a corresponding payment by HMG in respect of the amounts set out in such invoice.

We shall not in any circumstances be responsible or liable for any delay in payment of any invoice issued by you in respect of the Ordered Panel Services.

6 Key performance indications

- 6.1** The key Performance Indicators shall apply to any work carried out on the Matter.
- 6.2** The Key Performance Indicators are set out in Appendix C.

7 Security and conflicts of interest

- 7.1** HMG requires its Panel firms, their affiliated US firms and / or any Approved Sub-contractors to take security very seriously. Approved Subcontractors must detail and give the necessary assurances on how they will handle sensitive information and advice. In particular, addressing security with any US firm or Approved Sub-contractors working on this project including secure transfers, teleconferences, file storage and more.
- 7.2** Approved Subcontractors must also notify DIT and Linklaters of any actual and potential conflicts of interest, and ways of managing these, including on an ongoing basis. In particular, the Approved Subcontractor would not be able to accept instruction from the US Government or its agencies or State Governments, in relation to matters pertaining to a Free Trade Agreement negotiation with the UK.
- 7.3** For the avoidance of doubt, the Approved Subcontractor must note that discussion of this Matter with officials of any other government or international organisation would be in breach of contract.

8 Confidentiality

Please note that the information in this Agreement is confidential to Linklaters and will remain so for a period of four years from the date of this letter.

9 Exclusivity

The parties acknowledge and agree that in signing this agreement, the Approved Subcontractor confirms that it is entering into an exclusive relationship with Linklaters for the purposes of this Matter. It is acknowledged that Linklaters may also subcontract some of the services required under the Agreement to other US law firms and may carry out the services using its teams based in London and the US.

10 No liability

You agree that we have no liability to you in respect of any losses, liabilities, damages, costs, expenses or claims arising out of or in connection with your services relating to the Matter.

If you have any questions concerning the above, please do not hesitate to contact me. Otherwise, I would be grateful if you would formally confirm your acceptance of the scope and terms of this engagement by signing and returning the duplicate enclosed or by return email. However, your continuing provision of advice on this Matter will constitute your full acceptance of and agreement to the terms contained herein.

Yours sincerely,

Charlotte L Morgan

Agreed and accepted for and on behalf of Fragomen, Del Rey, Bernsen & Loewy, LLP



By:

Name: Bo Cooper

Title: Partner

Date: May 29, 2020

Appendix A Panel Agreement
Filed in Redacted Form by Linklaters LLP

Appendix B

Private & Confidential

Oliver Griffiths
Department for International Trade
3 Whitehall Place
SW1A 2AW

Addressees Only

___ May 2020

Legal services requested by the UK Government Department for International Trade

1 Background

- 1.1** We refer to the Agreement between Linklaters LLP and the Department for International Trade (“**HMG**”) 14/02/2020 (the “**Agreement**”) relating to the Legal services in preparation for possible future trade negotiations between the UK Government and the United States of America (the “**Matter**”). Unless stated to the contrary, capitalised terms defined in the Agreement shall have the same meaning in this letter.
- 1.2** Pursuant to the terms of the Agreement it is acknowledged by HMG that Linklaters have engaged Fragomen, Del Rey, Bernsen & Loewy, LLP (the “**Approved Subcontractor**”) as an Approved Sub-Contractor in connection with the Ordered Panel Services. The terms of the Approved Subcontractor’s appointment as a sub-contractor of Linklaters and its scope of services are set out in a letter dated 18/05/2020 between the Approved Subcontractor and Linklaters (“**Appointment Terms**”).
- 1.3** Under the Appointment Terms the Approved Subcontractor acknowledges and agrees to comply with certain terms of the Agreement and agrees, in respect of its performance of the Ordered Panel Services in relation to the Matter, to comply with the relevant obligations imposed on Linklaters under the Agreement as if the references to the “Supplier” under the Agreement are references to the Approved Subcontractor (except where terms of the Agreement are inconsistent with U.S. law or ethics rules applicable to U.S. attorneys).

2 Responsibility for the Ordered Panel Services

- 2.1** The Approved Subcontractor acknowledges that, notwithstanding the fact that it is appointed as a sub-contractor to Linklaters, its work and performance of the Ordered Panel Services are provided for the benefit of, and will be relied on by, HMG and the Approved Subcontractor therefore owes a duty of care to HMG and the Approved Subcontractor shall be liable to HMG in respect of any breach or negligence by the Approved Subcontractor.
- 2.2** The Approved Subcontractor accepts responsibility for the work of each member of its staff and all contractors or agents engaged by the Approved Subcontractor (“**Personnel**”) in connection with the Matter and the Approved Subcontractor shall procure the Personnel’s compliance with all conditions of the Agreement.

3 Liability

- 3.1** The Approved Subcontractor acknowledges the terms of clause 7 (*Liability and Insurance*) of the Terms and Conditions to the Agreement (as modified by the Order Form at Clause 4.1) and agrees that the terms set out in that clause (as modified by the Order Form to limit, to the extent permissible under applicable laws, regulations or rules, the aggregate liability of the Supplier to all persons to £10 million per claim in respect of losses howsoever arising out of or in connection with the Ordered Panel Services) shall apply to the Approved Subcontractor as if references in that clause to the "Supplier" are references to the Approved Subcontractor.

4 General

- 4.1** If a dispute arises between HMG and the Approved Subcontractor, and it cannot be resolved to both parties' satisfaction, HMG and the Approved Subcontractor shall each nominate a senior executive to attempt in good faith to resolve the dispute through teleconference discussions. The teleconference will be held reasonably promptly at the request of either of HMG or the Approved Subcontractor.
- 4.2** This letter and any non-contractual obligations arising out of or in connection with it shall be governed by English law. The parties irrevocably agree that the courts of England are to have exclusive jurisdiction to settle any disputes (including non-contractual disputes) which may arise out of or in connection with this letter and that accordingly any proceedings arising out of or in connection with this Agreement shall be brought in such courts. Each of the parties irrevocably submits to the jurisdiction of such courts and waives any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum.

Agreed and accepted for and on behalf of the Approved Subcontractor

By: _____
Name:
Title:
Date:

Agreed and accepted for and on behalf of the Secretary of State for International Trade

By: _____
Name:
Title:
Date:

Appendix C

Key Performance Indicators

| Key Performance Indicators | | | | | |
|----------------------------|--|--|---|---|--|
| | Metric | KPI | How will the KPI be measured? | KPI not met | KPI met |
| Delivery and Support | Acknowledgement of Commission receipt | Response time to initial commission within 1 working hour of receipt of Commissioning Template | DIT Contract Manager will review response times for each Commission | Less than 90% of commissions responded to within agreed time of 1 hour | At least 90% of commissions responded to within agreed time of 1 hour |
| | Commission response time – Urgent Commission | Response to Commission including costing within 2 working hours of confirmed Commission receipt, for urgent questions. | Recorded on Commissioning Template. Supplier to report on performance quarterly | Less than 90% of responses received within 2 working hours of confirmed Commission receipt. | At least 90% of responses received within 2 working hours of confirmed Commission receipt. |
| | Commission response time – Non-urgent Commission | Response to Commission including costing within 48 hours of confirmed Commission receipt for non-urgent questions | Recorded on the Commissioning Template. Supplier to report on performance quarterly | Less than 90% of costing responses received within agreed time set out. | At least 90% of costing responses received within agreed time. |
| | Delivery of advice for Non-urgent Commissions | Delivery of advice for Non-urgent Commissions | Recorded on the Commissioning Template. | Less than 100% advice received after agreed timescale. | 100% advice received within agreed timescale |

| | | | | | |
|----------------------------|---|--|--|---|---|
| | | | Supplier to report on performance quarterly | | |
| | Delivery of advice for Urgent Commissions | Delivery of advice for Urgent Commissions | Recorded on the Commissioning Template. Supplier to report on performance quarterly | Less than 100% advice received after agreed timescale (usually 24 hours since instruction) | 100% advice received within agreed timescale (usually 24 hours from instruction.) |
| Contract Management | Timeliness of invoices | Invoices to be received by DIT 5 working days from end of month the Commission was completed | Recorded by the DIT Contract Manager | Less than 90% of invoices received within 5 working days of the end of the month the Commission was completed. | 90% of invoices received within 5 working days of the end of the month the Commission was completed. |
| Cost | Value for Money | Advice provided using the right personnel for the minimum time required. Accuracy in estimating costs at the initial Response to Commission in comparison to when the work has been completed. | Recorded on the Commissioning Template. Supplier to report on performance quarterly | Variance in cost estimates and actual costs submitted greater than 10% DIT has to regularly renegotiate cost estimates provided before agreeing work can commence on the Commission. DIT regularly has to renegotiate the selection of personnel to deliver Commissions in relation to the Supplier's response to the tender. | Variance in cost estimates and actual costs submitted lower than 10% DIT is able to accept cost estimates without renegotiating. Personnel proposed to deliver the Commission have the appropriate expertise as evidenced by the Supplier's response to the tender. |

| Quality of Service | Quality of advice | Thoroughness of research, clarity of written work alongside clear and frequent communications methods. | An assessment will be made at each fortnightly call, and concerns raised by the DIT Contract Manager if quality is poor. | Firms do not engage well. Lead members are often not available to communicate (email or phone) | Firms engage well, lead members are available to communicate (email or phone) at set times. |
|--------------------|-------------------|--|--|--|---|
| | | | | <p>Firms/leads do not make an effort to try and re-schedule if they cannot communicate at times provided.</p> <p>Unable to take on feedback and work into the support delivery.</p> <p>Analysis is not well presented, and/or not fully developed, and hasn't into account our particular requirements (as assessed by our DIT leads).</p> | <p>Make every effort to try and re-schedule if they cannot communicate at times provided.</p> <p>Firms are able to take on feedback and work into the support delivery.</p> <p>Analysis is presented very well, meets requirements and is suitably tailored in its approach. It will have robust cases or evidence to support it (assessed by DIT leads).</p> |

Appendix D

Flow chart of commissioning and acceptance process

